

ATTENTION:

YOU MUST RECEIVE PRIOR APPROVAL FROM ADE BEFORE GOING OUT FOR SOLICITATION EVEN IF YOU USE THIS PROTOTYPE!

<INSERT DISTRICT NAME HERE>
NOTICE OF REQUEST FOR PROPOSAL

Material and/or Service:

Proposal Due Date: Time: Local Time

Opening Location: <Insert District Name Here>

Pre-Proposal Meeting Date and Location: <Delete if not applicable>

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. § 15-213, Proposals for the material or services specified will be received by the <Insert District Name Here>, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. If you need directions to our office, please call <contact phone number>.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

Proposals must be submitted in a sealed envelope using the District provided label and/or envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

<Name>
<Phone>
<Fax>
<Email>

Table of Contents

<u>Section</u>	<u>Page</u>
Uniform Instructions to Offerors	3
Uniform General Terms and Conditions	9
Special Terms and Conditions	17
Scope of Work	21
Proposal Requirements	33
Appendix <i>(delete if not applicable)</i>	
A. Certification regarding debarment and suspension	37
B. Certification regarding lobbying and activities	39
C. Certificate of Independent Price Determination	42
D. 21-Day Cycle Menus (Breakfast and Lunch)	43
E. Nutrient Analysis for 21-Day Menus (Description and Specifications)	55
F. Offer and Acceptance	65

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Definition of Terms** *(delete if not applicable)*

As used in these instructions, the terms listed below are defined as follows:

- A. **“ASPIN”** means Arizona School Partners in Nutrition
- B. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- D. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. **“Contractor”** means any person who has a contract with the School District/public entity.
- F. **“Days”** means calendar days unless otherwise specified.
- G. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- H. **“FSMC”** means Food Service Management Company
- I. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- J. **“LEA”** means Local Education Agency
- K. **“MESC”** means Mohave Educational Services Cooperative
- L. **“Offer”** means bid, proposal or quotation.
- M. **“Offeror”** means a vendor who responds to a Solicitation.
- N. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- O. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- P. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Q. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

- R. **“School District/Public Entity”** means the School District/public entity that executes the contract.

2. **Inquiries**

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation**

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. Note: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform General Terms and Conditions;
3. Statement of Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors; and
8. Uniform Instructions to Offerors

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation

of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. § 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

- A. Protests shall be filed, and shall be resolved, in accordance with the Arizona Administrative Code (A.A.C.) R7-2-1142. A protest must be in writing and must be filed with the Purchasing Coordinator. A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within 10 days after the protester knows or should have known the basis of the protest. A protest must include:
1. The name, address and telephone number of the protestor.
 2. The signature of the protestor or its representative.
 3. Identification of the purchasing agency and the solicitation number.
 4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
 5. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

1. **Definition of Terms** *(delete if not applicable)*

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“ASPIN”** means Arizona School Partners In Nutrition.
- B. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- D. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. **“Contractor”** means any person who has a Contract with the School District/public entity.
- F. **“Days”** means calendar days unless otherwise specified.
- G. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- H. **“FSMC”** Food Service Management Company.
- I. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- J. **“LEA”** means Local Education Agency.
- K. **“MESC”** means Mohave Educational Services Cooperative.
- L. **“Offer”** means bid, proposal or quotation.
- M. **“Offeror”** means a vendor who responds to a Solicitation.
- N. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- O. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- P. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Q. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

R. **“School District/Public Entity”** means the School District or public entity that executes the Contract.

2. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S. §) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of three years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and three (3) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where

applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.

- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes,

damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and

other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

G. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. § 12-5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **School District/Public Entity's Contractual Remedies**

A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has

been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
 3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity reprocurring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

SPECIAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for the District.

- A. **Insurance**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$<insert amount here> per occurrence and \$<insert amount here> aggregate coverage with a deductible of not more than \$<insert amount here> and naming the District.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

- B. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

2. **Evaluation Schedule**

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District.

3. **Award Basis**

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone. However, once you enter into negotiations with the final offerors then the award should be made to the offeror submitting the lowest price since all of the negotiated offers have been deemed acceptable.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such

appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, and/or fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

4. **Evaluation**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The evaluation criteria are listed in the relative order of importance. *(modify or delete)*

- A. Presented Approach/Program Concept and Structure
- B. Project Personnel
- C. Specialized Experience
- D. Past Performance and Reliability
- E. Cost Control and Fees
- F. References

5. **Billing**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to the RFP number of this proposal.

6. **Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

After initial contract term and prior to any contract renewal, the District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District

concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the District.

7. **Contract Duration**

Contracts must be of a duration no longer than one (1) year. Options for the yearly renewal of a contract may not exceed four (4) additional one-year extensions (7 CFR 210.16(d)).

8. **Termination Clause**

All contracts shall include a termination whereby either party may cancel for cause with 60 day notification (7 CFR 210.16 (d)).

9. **Buy American Provision**

Requires purchase, to the maximum extent practicable domestic commodities or products (7 CFR 210.21 (d) (2)).

10. **Equal Employment Opportunity**

All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (7 CFR 3016.36(i)(3)).

11. **Contract Work Hours and Safety Standards Act**

Included on LEA-FSMC contracts in excess of \$2,500 involving food service workers whose duties are manual or physical in nature (7 CFR 3016.36(i) (6)).

12. **USDA Rights to Copyrights, Patent Rights and Rights in Data and Reporting of Discoveries and Invention (7 CFR 3016.36 (i) (7-9)).**

13. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations**

Contracts, subcontractors and sub grants of amounts in excess of \$100,000 shall contain provisions which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, rents or loans to facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (7 CFR 3016.36 (i) (12)).

14. **Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)).

15. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Certification regarding debarment/suspension from participating in Federal contracts/grants/awards. A new certification is also required for each renewal period (7 CFR 3017.510). (Appendix A)

16. **Certification Regarding Lobbying**

Pursuant to 31 USC 1352, must submit a certification regarding lobbying which conforms in substance with the language provided in 7 CFR Part 3018. A new certificate is also required for each renewal period (Appendix B).

17. **Disclosure of Lobbying Activities**

Pursuant to 31 USC 1352, must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis (7 CFR Part 3018) (Appendix B).

18. **Compliance with Program Regulations**

Requirement that the FSMC conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250.

19. **Certification of Independent Price Determination**

Certification regarding non-collusion. This certification can be met through the use of the Certification of Independent Price Determination Form. (Appendix C)

20. **Claim Liability**

The FSMC accepts liability caused by the FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the school food authority's period of liability.

The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

21. **Location of Records**

All FSMC records pertaining to the school food authority should be maintained at the school food authority while the contract is in effect, and preferably for the required retention period (7 CFR 210.16 (c) (1)).

22. **Bid Bond *(delete if not applicable)***

An irrevocable bid security payable to the District for a \$<insert figure here> is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the District by the due time and date cited for this solicitation.

23. **Performance Bond *(delete if not applicable)***

Could be required by the District as a matter of protection if the apparent awardee had little experience or their financial statements did not meet District's approval. Executed subsequent to award by the successful bidder, it is to protect the District from loss due the bidder's inability to complete the contract as agreed.

SCOPE OF WORK

Note: The local education agency (LEA) must clearly specify which programs will be operated, i.e. food service for National School Lunch Program, National School Breakfast Program, Special Milk Program, After School Snack Program, vending machines, concession stands, catering, vending to other schools, etc., by the FSMC and, additionally provide an accurate description of the technical requirements for scope of services to be provided, if applicable. The following scope of work is a sample only and should be modified or deleted according to the needs of the LEA.

DEFINITIONS *(delete if not applicable)*

ASCS-After School Care Snack
DISTRICT-<Insert Name of District Here>
FSMC-Food Service Management Company
LEA-Local Education Agency
NSLP-National School Lunch Program
SBP-School Breakfast Program
SFSP-Summer Food Service Program
SMP-Special Milk Program
SNB-Severe Need Breakfast

1. Goals and Objectives *(modify or delete)*

The District is currently requesting proposals from Food Service Management Companies who can provide Food Service Management. This Request for Proposal is intended to provide a basis for selection of such a FSMC. The selected FSMC will be responsible for management of the food services staff, quality control, training and development for staff, extensive operational and technical support, and the financial management of the program.

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives:

- 1.1 To provide an appealing and nutritionally sound program for students as economically as possible, utilizing fresh, whole foods to the extent possible.
- 1.2 To stimulate, and increase both student and adult participation in the program through improving relations with students, parents, staff, and the community by creating awareness of the advantages of a sound food services program.
- 1.3 To promote nutritional awareness wherever the food service operation can interface with District programs.
- 1.4 To maintain reasonable, competitive price, as well as adequate servings.
- 1.5 To maintain student and staff morale at a high level.
- 1.6 To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
- 1.7 To maintain a food service program that is self-supporting.

- 1.8 To reach highest maximum participation and show a reasonable increase throughout the year and from year to year.
- 1.9 To demonstrate that they will put into place and demonstrate practices that will safeguard all cash handling procedures, tickets/payments and other assets of the District.
- 1.10 To abide by the Drug Free, Alcohol Free rules and regulations of the State of Arizona and all local policies.
- 1.11 To maintain a food service program that is profitable to the District.
- 1.12 To reach the highest maximum participation and show a reasonable increase in current year and for future years.

The selected FSMC shall provide the District with management personnel, technical support, training, food products, supplies, materials, equipment, computerized and/or other systems, and effort necessary to perform all food services functions at a level of quality acceptable to the District.

2. Qualification of Offerors *(modify or delete)*

Each FSMC must submit for consideration such record of work and further evidence as may be required by the Board regarding experience, financial standing and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily complete the work specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. This qualification data must be submitted by each FSMC along with the sealed proposal, and include information as follows:

- 2.1 Any interested FSMC must be presently operating a comparable, successful school lunch program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.
- 2.2 Annual reports or financial statements for the past year. These reports and financial statements must be certified by a licensed public accountant, and must be included in the pre-qualification data.
- 2.3 An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested FSMC.

Any FSMC meeting all of the above criteria may, at its own discretion and expense, submit a proposal for the management of the food service program.

By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the District has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

3. Extent of Food Service Required *(modify or delete)*

(If you have special needs or requirements include them here)

One of the goals is to provide a reimbursable lunch and breakfast program designed to meet one-third and one-quarter respectively of the daily nutritional and calorie needs of school children.

The District participates in the NSLP, SNB, SBP, ASCS, SMP, SFSP (*delete if not applicable*) and surplus food commodities are available for use in the selected program (s), and it is the intent of the District that such items will be included in menus to the greatest extent possible. The district will retain control of the quality, extent, and general nature of its food service. **Note: If you plan to operate any of the above programs in the future then include them now to avoid any problems if you want to add them later.**

All USDA commodities shall remain with the District as required by regulations. Interested FSMC are requested to include in the proposal alternatives to the reimbursable lunch, such as a-la-carte program which can be provided along with, and in conjunction with, the required reimbursable lunch programs. For the purpose of identifying a-la-carte meals served an equivalency factor shall be identified. *The meal equivalency factor is defined as the total sales of non-reimbursable meals (adult meals, a la carte, special functions or catering) divided by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.* **For proposal purposes only use \$<insert amount here> as the per meal rate.**

The following are the minimum allowable definitions for a pattern meal eligible for reimbursement.

1 Reimbursable Lunch	=	1 Pattern Meal
2 Reimbursable Breakfasts	=	1 Pattern Meal
3 Reimbursable Snacks	=	1 Pattern Meal

Note: In order to offer a-la-carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children.

Free and reduced price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions at other than the regular lunch periods. Interested FSMC should include in the proposal provision for accommodating such special requests.

5. **FSMC's Cost and Fees** (*modify or delete*)

There are generally two types of cost proposals that are available so evaluate each option or combination of the two to determine what is most advantageous to the district.

Option 1-In a fixed fee contract, the successful offeror will include all their costs such as labor, food, supplies and any management fees in a monthly per meal cost. A break-even guarantee should also be included. (*delete if not applicable*)

Option 2-In a cost-reimbursable contract, the successful offeror will include all of their costs such as labor, food, supplies in a monthly charge including any per meal management fee and/or administrative fee (see below). In addition, if the FSMC makes purchases, the prices charged to the LEA must be reasonable and necessary and should include any rebates or credits for food purchases. A break-even guarantee should also be included. (*delete if not applicable*)

Annual Management Fee – this annual fee shall be paid by the LEA each month. This fee shall be identified as a cost per meal. Project the cost per year on this basis. (*delete if not applicable*)

In addition, the FSMC may show a charge for its administrative overhead. This charge may be reflected as a cost per meal or a flat annual fee, and must be clearly identified. (*delete if not applicable*)

6. Contract *(modify or delete)*

- 6.1 FSMC shall make recommendations to District regarding the quality, extent and general nature of the food service operation, and the prices to be charged for meals and other food.

The District will retain control over such aspects of the food service operation, and shall have the right to make the final decisions regarding such matters.

- 6.2 The contract will be a one-year contract with four one-year renewal options. A 60-day cancellation clause on the part of either party will be included.

- 6.3 The District shall ensure that the contract using the ADE prototype or equivalent is written and conforms to the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture. The contract must also meet all state and local regulations. The district must ensure that the food service operation is in conformance with the ADE Food Program Service Agreement under the USDA program.

- 6.4 No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by the District, or do not otherwise meet the requirements of this Agreement, provided however, that no deduction shall be made unless District shall give the FSMC written notification of the meal service for which the deduction is to be made, specifying the number of meals for which District intends to deduct payment and setting forth the reasons for the deduction. District shall provide such notice within a reasonable period of time. (This notice does not include audit infractions)

- 6.5 In the event of a breach of this Agreement by either the District or FSMC, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party (60) days written notice of its intention to terminate.

- 6.6 The District reserves the right to approve the selection of the FSMC's food service manager and to refuse any applicants recommended by the FSMC to which the District objects.

7. Meal Prices/Income *(modify or delete)*

- 7.1 The prices for *(insert previous school year here)* are as follow or include as a separate appendix.

- 7.2 The income for *(insert previous school year here)* are as follow or include as a separate appendix.

8. Student Populations Served *(modify or delete)*

The student populations served and participation figures for *(insert previous school year here)* are as follow or include as a separate appendix.

9. Food Service Director *(delete if not applicable)*

- 9.1 Food Service Director assigned to the District, if awarded the contract, must have at minimum XX years experience with other school districts of comparable size to the District, with at minimum 35% free and reduced lunch qualifiers

10. District Responsibilities *(modify or delete)*

- 10.1 The District shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 10.2 The District will provide a physical inventory of supplies and equipment available for use by the FSMC. The District must approve disposition or acquisition of new equipment.
- 10.3 Ownership of all non-expendable supplies and capital equipment shall remain with the District. However, the FSMC shall take such measures as may be reasonably required by the District for the protection against loss by pilferage or destruction.
- 10.4 Ownership of the beginning inventory shall remain with the District, and the successful FSMC will be expected to use food and paper product inventories on hand and credit them to the cost of operations at the market purchase price.
- 10.5 The District shall be responsible for loss or damage to equipment owned by the District and located on their premises.
- 10.6 The District shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 10.7 The District shall be responsible for all regular building maintenance, with the exception of normal cleanup. Regular building maintenance will include repairs to all permanent fixtures, such as faucets, lights, sewers, air conditioning, heating vents, hoods and all other electrical work.
- 10.8 The District shall furnish, at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 10.9 The District shall make available, without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- 10.10 The District may request of the FSMC additional food service programs per the terms of the RFP.
- 10.11 The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits. The district will monitor the food service operation through periodic on-site visits to ensure the food service in conformance with program regulations.
- 10.12 The District shall remove all garbage and trash from the designated areas.
- 10.13 The District shall be responsible for the maintenance and expense of insect and pest control in all food service, production and storage area. Food service shall notify the District of any problems in this area.
- 10.14 The District shall be responsible for painting within the kitchen and dining areas.
- 10.15 The District shall be responsible for routine cleaning and periodic buffing and waxing of dining room and kitchen floors. Walls, ceiling, windows, blinds, ducts and hoods above the filter lines will also be maintained by the District.
- 10.16 The District shall make available sanitary toilet facilities for the employees of the FSMC.

- 10.17 The District will maintain all applicable health certifications (including health cards if applicable) and assure that all State and local regulations are being met by a FSMC preparing or serving meals at a LEA facility.
- 10.18 The District will ensure that the food service operation is in conformance with the LEA's agreement under the program (7 CFR 210.16 (a) (2)).
- 10.19 The District will monitor the food service operation through periodic onsite visits to ensure the food service is in conformance (7 CFR 210.16 (a) (3)).
- 10.20 The District will retain control of the quality, extent, and general nature of food service, and the prices to be charged the children for meals (7 CFR 210.16 (a) (4)).
- 10.21 The District will retain signature authority on the State agency-school food authority agreement, free and reduced policy statement and claims (7 CFR 210.16 (a) (5)).
- 10.22 The District will ensure that all federally donated foods received by the school food authority and made available to the FSMC accrue only to the benefit of the LEA nonprofit school food service and are fully utilized therein (7 CFR 210.16 (a) (6)).
- 10.23 The District will maintain applicable health certification and assure that all State local regulations are being met by the FSMC preparing or serving the meals at the LEA site (7 CFR 210.16 (a) (7)).
- 10.24 The District will ensure compliance with the new Federal legislation requiring a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance established before the end of School Year 2005-2006.
- 10.25 The District will establish an advisory board composed of parents, teachers and students to assist in menu planning (7 CFR 210.16 (a) (8)).
- 10.26 The District shall ensure compliance with new Federal legislation requiring every LEA participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP) or Special Milk Program to develop a local wellness program by July 1, 2006.

11. FSMC Responsibilities *(modify or delete)*

- 11.1 The FSMC shall insure that all food preparation and serving equipment owned by the District shall remain on the premises of the District.
- 11.2 The FSMC shall notify the District of any equipment belonging to them on District premises within 10 days of its placement on the District premises.
- 11.3 The FSMC will recommend to the District the purchase of new or replacement equipment as needed.
- 11.4 The FSMC shall account for all equipment, and make every effort to protect it from pilferage or destruction.
- 11.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights and hood excepted) with the highest standards of cleanliness and sanitary practices, and continue, throughout the term of the contract, to keep in a clean, safe and healthy condition in accordance with standards acceptable to the District, and comply with all federal, state and local authorities.

- 11.6 The FSMC shall place garbage and trash in designated trash receptacles within the kitchen.
- 11.7 The FSMC shall clean the kitchen area including, but not limited to, the cooking equipment, sinks, counters, tables, refrigerators, freezers and utensils.
- 11.8 The FSMC will maintain all applicable State and/or local health certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the LEA facility.
- 11.9 The FSMC shall maintain safety programs for employees as required.
- 11.10 The FSMC will provide sanitation standards covering housekeeping preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 11.11 The FSMC must provide optimum, quality food, prepared and served in an appetizing manner.
- 11.12 The FSMC will include a minimum 21-day cycle (Appendix D) menu developed in accordance with the meal pattern requirements specified in 7 CFR 210. If a LEA has no capability to prepare a cycle menu, it may, with state agency approval, request that a 21-day cycle menu be submitted by each FSMC which intends to submit a bid proposal to the LEA. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the LEA (7 CFR 210.16 (b) (1)). Menus must be in compliance with the new Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006.
- 11.13 The FSMC descriptions and specifications (Appendix E) must cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. No payment is to be made for the meals that are spoiled or unwholesome at the time of delivery or do not meet detailed specifications as developed by the LEA for each food component as specified in 210.10 or do not otherwise meet the requirements of the contract (7 CFR 210.16 (c) (3)).

12. Personnel *(modify or delete)*

- 12.1 The FSMC shall give first consideration to current employees when hiring.
- 12.2 The FSMC is expected to recommend hours and number of positions at each school location.
- 12.3 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.
- 12.4 The FSMC shall comply with all wage and hours of employment requirements of federal and state law.
- 12.5 The FSMC shall comply with criminal background check/fingerprint regulations required by law for all new hires.
- 12.6 The FSMC shall comply with all I-9 regulations.
- 12.7 The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the FSMC is in compliance.
- 12.8 The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the FSMC.

- 12.9 The District may require in writing the removal of an employee of the FSMC Who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well being of students, staff and faculty. The FSMC shall adhere to state regulations in screening prospective employees.
- 12.10 In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure its staff without disruption in service.
- 12.11 All food service personnel assigned to each school shall be instructed and trained in the use of District Emergency Procedures Manual, as well as on the use of all emergency switches and fire and safety devices in the kitchen and cafeteria areas.
- 12.12 The use of student workers or students enrolled in the District is prohibited without prior District approval.

13. Free and Reduced Meal Policy *(modify or delete)*

The written policy of the District requiring feeding of needy children, free or at reduced prices shall apply to the FSMC's food service operation. The policy is on file in the District office. The District shall be responsible for the implementation of this policy.

The FSMC will be responsible for implementing policies covering free and reduced price meals and milk programs for those students designated by the District as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner so as to protect the anonymity of the recipients. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC.

The District will review all free and reduced price meal applications and records. The FSMC shall maintain rosters, as the District may need to support its claims for reimbursement under the Child Nutrition Program. A District official will conduct audits and reviews in accordance with state and federal regulations.

The District will retain signature authority on the ADE-District agreement, free and reduced price policy statement and claims for reimbursement.

14. Purchase Specifications *(modify or delete)*

The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the District's food service program. If received by the FSMC, such credits, monies or rebates will be used by and only for the benefit of the District and clearly shown as a credit on the next billing cycle. The grade, purchase unit, style, weight, ingredients, formulation, etc. shall be consistent with the following procurement specifications:

Beef	USDA inspected
Poultry	USDA inspected
Variety meats	High quality
Dairy products	Grade A
Eggs	Fresh Grade A
Fish	Government inspected
Fresh fruits	US Fancy

Canned fruits	US Fancy
Canned vegetables	US Fancy
Frozen vegetables	High quality
Frozen fruits	High quality
All other items	High quality

15. Menus *(modify or delete)*

At a minimum, a 21-day menu for lunch and breakfast shall be included with each proposal. The District shall approve, and the FSMC shall adhere to, the menu for the first 21 days of meal service.

Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. The FSMC shall insure compliance with the District's agreement with the Arizona Department of Education.

16. Federally Donated Commodities *(modify or delete)*

- 16.1 All federally donated commodities received by the District and made available to the FSMC shall accrue only to the benefit of the District's nonprofit school food service program and shall be used therein.
- 16.2 The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable menu pattern meals.
- 16.3 The FSMC shall select, accept, and use in as large quantities as may be efficiently used in the District's nonprofit school food service program, the type and quantities of available federally donated commodities subject to the approval of the District.
- 16.4 The FSMC shall account for all federally donated commodities separately from purchased foods, and shall provide an accounting of the market value of such foods as requested. A system that outlines or describes how the FSMC will pass the value of the USDA donated foods used for the District. Commodities may not be used for special functions or catering outside the nonprofit food service.
- 16.5 Title of products purchased or processed using federally donated commodities must remain with the District. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the District and charged back to the District.

17. Procurement, Storage and Inventory of Food *(modify or delete)*

- 17.1 Ownership of beginning and ending inventories of food and supplies shall remain with the District. Ownership of all USDA commodities shall also remain with the District as required by regulations.
- 17.2 The FSMC will request, receive and inspect foods delivered by vendors and forward a list of bills when billing the District in accordance with regulations.
- 17.3 The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the District's agreement with the Arizona Department of Education.
- 17.4 The FSMC and the District shall inventory the equipment and commodities owned by the District at the beginning of the contract year including, but not limited to, flatware, trays, chinaware, glassware, kitchen utensils and food, both purchased and commodities.

17.5 The value of the opening inventory (owned by the District) should be offset against the value of the closing inventory. The value of the inventory shall be determined by the inventory cost. The FSMC and the District shall jointly take opening and closing inventories.

18. Accounting Systems and Records *(modify or delete)*

18.1 The FSMC shall assume accountability and responsibility for:

- A. Daily bookkeeping and recording functions, including state and federal reimbursements and bank deposit reconciliation
- B. Monthly profit and loss statements
- C. Annual budgeting
- D. Cost and inventory controls
- E. Organization and preparation of records for annual audit by the District

18.2 The FSMC shall request, receive and verify for payment supplies used in conjunction with the food service program.

18.3 The FSMC will provide monthly and other reports to the District which describe operating costs and related statistical information.

18.4 The FSMC shall bill the District monthly for the actual expenses of operation, providing all documentation, verification and backup as required.

18.5 The District shall make payment within thirty (30) days upon submission by the FSMC of a correctly itemized invoice in duplicate with backup attached for each item over \$5.

18.6 The District shall designate by name and title the employee whose responsibility shall be to supervise and audit all financially related operations of the FSMC pertinent to the District.

18.7 Books and records of the FSMC pertaining to the school food program shall be available to the District for a period of three (3) years from the end of the fiscal year to which they pertain for inspection and audit by either state or federal representatives and auditors. The FSMC must maintain records to support the District's claim for reimbursement, make all records available to the District upon request; and retain all records for a period of three (3) years after the District submits the final claim for reimbursement for the fiscal year for inspection and audit by representatives of the District.

18.8 The District will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.

18.9 The FSMC will report the claim information to the LEA promptly after the end of each month or more frequently as specified by the District.

19. Communications and Meetings *(modify or delete)*

The FSMC shall attend food service advisory committee meetings with students, parents, teachers and other such representatives of the District as may be deemed appropriate, to assist in menu planning, tasting and survey planning.

20. Nutrition Education *(modify or delete)*

The FSMC shall promote the nutritional education aspects of the District's food service wellness program, and cooperate in the efforts of the District to coordinate these aspects with classroom instruction.

21. Licenses, Fees and Taxes *(modify or delete)*

21.1 The FSMC shall obtain and post all applicable health permits for its facilities.

21.2 The FSMC shall comply with all health and safety regulations required by federal, state or local law.

21.3 The FSMC shall maintain applicable health certificates.

22. Income *(modify or delete)*

22.1 The District shall receive all income from the program, and deposit it into a District account. All deposits shall be made by the FSMC in bags, organized by school, with completed deposit tickets.

22.2 When the District requires special function services such as banquets, luncheons, and coffee service, these activities shall be incorporated in the food service contract. These activities shall be supported by an FSMC quotation, submitted to the District and treated in a manner similar to a-la-carte sales.

22.3 The District or organization shall be billed for any, and pay the amount specified, for these functions. The income generated from all special functions shall be deposited in the school District food service account.

23. Special and General Conditions *(modify or delete)*

23.1 The FSMC will comply with all specific and general conditions outlined in the specifications, which are in all respects made a part of the Request for Proposal.

23.2 The FSMC shall adhere to all applicable laws and all related regulations prescribed by the federal government, state of Arizona and the local municipality.

23.3 The FSMC must examine kitchens, cafeterias, receiving and storage areas where services are to be provided.

23.4 The FSMC shall provide service for District functions when requested. No such special services may be provided to any outside group without prior approval from the District.

23.5 The FSMC shall separate food and labor costs from non-catering functions.

23.6 No alterations, changes or improvements shall be made to the facilities granted to the FSMC without obtaining prior written permission of the District with the final decision as to alterations, changes or improvements reserved solely for the District.

24. Rental of Facilities for Community Use *(modify or delete)*

The District retains the right to rent or donate food service facilities during non-school hours or weekends, provided that such activity does not interfere with the normal food service operation.

When such functions take place, the District may require that a member(s) of the food service staff be on duty to assure the safe use of District owned equipment and/or to provide access to the facilities. The District shall return the facilities and equipment to the FSMC in the same condition as received, normal wear and tear excepted.

25. Sub Contracts *(modify or delete)*

The Board of Education will recognize only the successful bidder for the proper execution of the entire work under the contract. No sub contractor will be allowed to perform any work without the express permission of the Board of Education.

26. Proposed Personnel Schedule *(modify or delete)*

Offerors are required to submit with their proposal a proposed daily staffing schedule of food service employees.

The staffing schedule will include a daily listing of employees by school and by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each school-staffing schedule will be totaled to provide total daily hours and total daily cost.

27. Accurate Books and Records *(modify or delete)*

In the event the District is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying **one hundred percent (100%)** of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the District, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the District.

PROPOSAL REQUIREMENTS *(modify or delete)*

Proposals shall be submitted in the format as outlined below in this Request for Proposal. This material must be in sequence and related to the Request for Proposal. The District will make no reimbursement for the cost of developing or presenting proposals in response to this Request for Proposal. Only information specifically related to this type of project will be evaluated. Proposals must present the following information:

1. GENERAL

It is the purpose of the Request for Proposal to obtain complete data from each interested Food Service Management Company (FSMC) to be considered in the award of the operation of the food service program to enable the District to determine which FSMC is best able to meet the criteria of the District. Each interested FSMC shall furnish as part of this proposal a complete general description of experience in the field of Food Service and School Lunch Programs. Included shall be the following:

- 1.1 Name and address of operating FSMC.
- 1.2 The duration and extent of experience in the operation of school lunch food services.
- 1.3 List school districts where your services have been discontinued or terminated in the past <insert # of years here> for any reason, and the reasons why.
- 1.4 Give detailed information regarding your internal accounting program. You must, at minimum, give us information for the following:
 - A. Inventory control for storage areas, including USDA commodities.
 - B. Accounting controls.
 - C. Method of recording, checking and reporting sales.
 - D. Internal control of cash handling.
 - E. Internal audit system.
 - F. All regular accounting forms used, with explanation of each.
 - G. Account periods.
- 1.5 Provide detailed information on your training program for employees, supervisors, and managers and support at all levels.
- 1.6 A copy of the beginning minimum 21-day cycle menu is to be included, and used as a basis for projecting costs. This menu must be used the first 21 days of operation. Thereafter, it may be changed with approval of the District. **Nutritional analysis and serving size must be provided.**
- 1.7 For evaluation purposes only base the financial performance in the following format for <insert number of meals here> meals per year. **Note: Revise or modify the performance requirements depending on the type of cost proposal option selected.**

REVENUES:

Student Breakfast Sales
Student Lunch Sales
A-La-Carte Sales
Adult Sales
Special Event Sales

TOTAL CASH

Federal Reimbursement (Based on Current Rates)
State Matching

TOTAL REIMBURSEMENTS

Commodity Income

TOTAL INCOME**COSTS:**

Purchased Food Cost
Commodity Use

GROSS FOOD COST

Management Salaries
Management Benefits
District Salaries
District Benefits

TOTAL LABOR**DIRECT EXPENSES:**

Cleaning Supplies
Paper Supplies
General Insurance
Relocation
Auto Allowance
Telephone
Travel (Management Meetings)
Office Supplies
Postage
Promotions
Uniform/Laundry
Replacements
Other Costs
Marketing
Indirect Costs

TOTAL DIRECT EXPENSES OR PER MEAL COST**ADMINISTRATIVE EXPENSE:****MANAGEMENT FEE:****TOTAL COSTS****MANAGEMENT PER MEAL RATE:****FOOD SERVICE SURPLUS (DEFICIT)**

- 1.8 A narrative description of the methods to be used by the FSMC to provide the most competitive pricing to the District for the purchase of food products.
- 1.9 A narrative description of strategies used to provide healthier choices.
- 1.10 A narrative description of strategies used to increase student participation.
- 1.11 A narrative description of strategies used to keep costs low and quality high.

2. **PRESENTED APPROACH/PROGRAM CONCEPT AND STRUCTURE**

Is there an indication that the FSMC understands the project and has a clear method of approach? Include the following:

- 2.1 Your company's approach to providing a high quality food service program and clearly indicate any options, or guarantees of performance.

3. **PROJECT PERSONNEL**

Provide project personnel information as follows:

- 3.1 Identify the specific management personnel as well as the Food Service Director that will be assigned to the District if your company is awarded the contract. You must provide at minimum the following:

A company organization chart and a plan for the administrative management, supervision and staffing proposed under the specifications of this contract along with resumes of personnel. You must include the following information:

Education

Number of years of experience, number of years with the company;

Specific related experience;

Availability of the person to work with the District; Identify the current and proposed time commitments of this person.

- 3.2 Identify any associates or outside consultants.
- 3.3 List the services to be provided in-house and those to be provided by outside sources, if any.
- 3.4 List previous work experience with proposed outside sources, if any.
- 3.5 How will your company ensure the best performance?
- 3.6 If your company is awarded the contract to provide food service management, explain your plan for transition.
- 3.7 What is your company's plan with regards to employment of the existing food service staff?
- 3.8 How will your company ensure the level of service meets the needs of each school in the District?
- 3.9 Describe how your proposed staffing would differ from the present staffing, and the cost benefits of your proposed changes.

4. **SPECIALIZED EXPERIENCE**

Provide a description of your company's experience as food service managers and consultants of food service operations in general, and in public schools.

- 4.1 List Arizona operations, as well as other nationwide operations where you are operating food service programs. You must indicate the following:

Name of school district
Population
Location
Client contact
Phone number
Scope of services provided
Percentage of Participation
Percentage of Free and Reduced

- 4.2 Include examples of financial improvements from at least five (5) school districts.

5. **PAST PERFORMANCE**

Provide information regarding any previous services provided to the District, or other Arizona State school districts.

- 5.1 You must provide information on what specific strategies your company used to increase participation, while at the same time providing high quality, nutritional food. When you identify other school sites, you must indicate the following:

Site location
Budgeted cost
Actual cost

6. **COST CONTROL & FEES**

Include your proposed plan for controlling costs. In addition, provide the following information:

- 6.1 What is your company's previous record on meeting budgets and estimating costs?
6.2 What management and accounting tools would you implement to monitor costs controls, revenue, meal counts, and productivity?
6.3 What is your company's management fee for services provided, as proposed in the RFP document? This must be identified as a cost- per- meal.
6.4 What is your company's administrative fee? This fee must be identified as a cost-per-meal or flat annual fee.
6.5 What kind of guarantee is your company willing to offer in regards to performance?

7. **REFERENCES**

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide Immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number Project Name

Name(s) and Title(s) Authorized Representative(s)

Signature(s)

Date

SAMPLE**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
-

Name/Address of Organization

Name/Title of submitting Official

Signature

Date

**DISCLOSURE OF LOBBYING ACTIVITIES
INSTRUCTIONS FOR COMPLETION OF SF-LLL**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

☐ Check this box if not applicable

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)**

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance <input type="checkbox"/> g.		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address (last name, first name, MI): _____ (attach continuation sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					

**Prototype
Certificate of Independent Price Determination**

Both the school food authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offerors organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management
Company's Authorized Representative

Title

Date

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Local Education Agency
Authorized Representative

Title

Date

Note: Accepting a bidder's offer does not constitute award of the contract.

21-DAY BREAKFAST MENU

Monday	Tuesday	Wednesday	Thursday	Friday
<u>Rice Krispy Cereal</u> Cheese Toast Fresh Banana Apple Juice Milk – 1% Lowfat	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice Milk – 1% Lowfat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Lowfat	Pancakes w/ Syrup Sausage Links Apple Juice Milk – 1% Lowfat	Cinnamon-Raisin Biscuit Orange Smiles Grape Juice Jelly Milk – 1% Lowfat
Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice Milk – 1% Lowfat	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice Milk – 1% Lowfat	Oatmeal w/ Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice Milk – 1% Lowfat	Breakfast Burrito w/ Salsa Fresh Grapes Apple Juice Milk – 1% Lowfat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Banana Orange Juice Milk – 1% Lowfat
Honey Nut Cheerios Muffin Squares Orange Smiles Apple Juice Milk – 1% Lowfat	Baked French Toast Strips w/ Syrup Peaches Grape Juice Milk – 1% Lowfat	Bagel w/ Melted Cheese Fresh Grapes Orange Juice Milk – 1% Lowfat	Yogurt w/ Granola Fresh Apple Slices Grape Juice Milk – 1% Lowfat	Ham & Egg Breakfast Burrito w/ Salsa Hash Browns Orange Smiles Apple Juice Milk – 1% Lowfat
Sausage & Biscuit Orange Smiles Apple Juice Milk – 1% Lowfat	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Lowfat	Jumbo Waffle (2) w/Syrup Pineapple Chunks Orange Juice Milk – 1% Lowfat	Pancakes (2) w/Syrup Fresh Apple Slices Grape Juice Milk – 1% Lowfat	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches Apple Juice Milk – 1% Lowfat
Rice Krispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Lowfat				

**21-Day Breakfast Menu
Week 1**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	Rice Krispy Cereal Cheese Toast Fresh Banana Apple Juice Milk – 1% Lowfat	<u>$\frac{3}{4}$ cup</u> 1 slice whole wheat bread 1 oz mozzarella, part skim 1 each 4 fl oz half pint	
<u>Tuesday</u>	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice Milk – 1% Lowfat	<u>3.6 oz (2 bread servings)</u> $\frac{1}{2}$ cup 1 tsp. $\frac{1}{4}$ cup 4 fl oz half pint	
<u>Wednesday</u>	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Lowfat	<u>$\frac{3}{4}$ cup</u> 1 slice 1 oz $\frac{1}{2}$ cup 4 fl oz half pint	
<u>Thursday</u>	Pancakes* w/ Syrup Sausage Links Apple Juice Milk – 1% Lowfat	<u>2 each</u> 1 oz 1 oz 4 fl oz half pint	B-13
<u>Friday</u>	Cinnamon-Raisin Biscuit Orange Smiles (Slices) Grape Juice Jelly Milk – 1% Lowfat	<u>2 oz</u> $\frac{1}{2}$ orange each 4 fl oz 1 Tbsp. half pint	

**21-Day Breakfast Menu
Week 2**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice Milk – 1% Lowfat	1.25 oz each, 2.5 oz total 2 oz 1 each 4 fl oz half pint	
<u>Tuesday</u>	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice Milk – 1% Lowfat	$\frac{3}{4}$ cup 1 slice whole-wheat bread 1 oz cheddar, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
<u>Wednesday</u>	Oatmeal w/Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice Milk – 1% Lowfat	$\frac{1}{2}$ cup 1 tsp. 1 slice 1 Tbsp. $\frac{1}{4}$ cup 4 fl oz half pint	
<u>Thursday</u>	Breakfast Burrito* w/ Salsa Fresh Grapes Apple Juice <u>Milk – 1% Lowfat</u>	1 burrito 1 oz $\frac{1}{4}$ cup 4 fl oz half pint	J-2
<u>Friday</u>	Cheerios Whole Wheat Toast w/ Peanut Butter <i>Fresh Banana</i> Orange Juice <u>Milk – 1% Lowfat</u>	$\frac{3}{4}$ cup 1 slice 1 oz 1 each 4 fl oz half pint	

**21-Day Breakfast Menu
Week 3**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	Honey Nut Cheerios Muffin Squares* Orange Smiles (Slices) Apple Juice Milk – 1% Lowfat	$\frac{3}{4}$ cup 1 each $\frac{1}{2}$ orange each 4 fl oz half pint	B-12
<u>Tuesday</u>	Baked French Toast Strips* w/ Syrup Peaches Grape Juice Milk – 1% Lowfat	2 pieces 1 oz $\frac{1}{2}$ cup 4 fl oz half pint	J-3
<u>Wednesday</u>	Bagel w/ Melted Cheese Fresh Grapes Orange Juice Milk – 1% Lowfat	1 serving (25 grams) 1 oz cheddar, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
<u>Thursday</u>	Yogurt w/ Granola* Fresh Apple Slices Grape Juice <u>Milk – 1% Lowfat</u>	8 oz $\frac{1}{4}$ cup $\frac{1}{2}$ apple each 4 fl oz half pint	J-1
<u>Friday</u>	Ham & Egg Breakfast Burrito* w/ Salsa Hash Browns Orange Smiles (Slices) Apple Juice <u>Milk – 1% Lowfat</u>	1 burrito 1 oz $\frac{1}{4}$ cup $\frac{1}{2}$ orange each 4 fl oz half pint	

**21-Day Breakfast Menu
Week 4**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	Sausage & Biscuit* Orange Smiles (Slices) Apple Juice Milk – 1% Lowfat	1 oz 1 each ½ orange each 4 fl oz half pint	B-4
<u>Tuesday</u>	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Lowfat	¾ cup 1 slice 1 Tbsp. 1 each 4 fl oz half pint	
<u>Wednesday</u>	Jumbo Waffle (2) w/Syrup Pineapple Chunks Orange Juice <u>Milk – 1% Lowfat</u>	1.25 oz each, 2.5 oz total 2 oz ½ cup 4 fl oz half pint	
<u>Thursday</u>	Pancakes (2) w/Syrup Fresh Apple Slices Grape Juice <u>Milk – 1% Lowfat</u>	2 each 1 oz ½ apple each 4 fl oz half pint	B-13
<u>Friday</u>	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches Apple Juice <u>Milk – 1% Lowfat</u>	¾ cup 1 slice 1 Tbsp. ½ cup 4 fl oz half pint	

**21-Day Breakfast Menu
Week 5**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	Rice Krispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Lowfat	$\frac{3}{4}$ cup 1 slice whole wheat bread 1 oz cheddar cheese, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
<u>Tuesday</u>			
<u>Wednesday</u>			
<u>Thursday</u>			
<u>Friday</u>			

21-DAY LUNCH MENU

Monday	Tuesday	Wednesday	Thursday	Friday
<u>Chicken Pattie on a Bun</u> <u>Lettuce & Tomato</u> Mustard Carrot & Celery Sticks Canned Pears Milk 1% Chocolate 1% Lowfat	Nachos with Ground Beef Shredded Lettuce & Diced Tomato Salsa Mixed Vegetables Corn Muffin Milk 1% Chocolate 1% Lowfat	Spaghetti with Marinara Hot Cheese Bread Tossed Salad w/ Ranch Fruit Cocktail Chocoleana Cake Milk 1% Chocolate 1% Lowfat	Pinto Beans w/ Shredded Cheese Tortilla Chips & Salsa Corn Muffin Fresh Grapes Milk 1% Chocolate 1% Lowfat	Hamburger on a Bun Lettuce & Tomato Ketchup & Mustard Mexicali Corn Fresh Apple Slices Royal Brownie Milk 1% Chocolate 1% Lowfat
<u>Chicken Tomato Bake</u> Peas & Carrots Fresh Orange Slices Chocolate Chip Cookie Milk 1% Chocolate 1% Lowfat	Corn Dog Carrot & Celery Sticks Fresh Grapes Royal Brownie Milk 1% Chocolate 1% Lowfat	Beef Taco Salsa Refried Beans Spanish Rice Canned Peaches Milk 1% Chocolate 1% Lowfat	Grilled Cheese Sandwich Tossed Salad w/ Ranch Chilled Applesauce Marinated Black Bean Salad Milk 1% Chocolate 1% Lowfat	Chicken Nuggets w/ BBQ Sauce Breadsticks Oven Baked French Fries Pineapple Chunks Ketchup Milk 1% Chocolate 1% Lowfat
<u>Hamburger on a Bun</u> Lettuce & Tomato Ketchup & Mustard Oven Baked French Fries Fresh Apple Slices Peach Cobbler Milk 1% Chocolate 1% Lowfat	Beef Tostada Refried Beans Spanish Rice Fresh Oranges Slices Milk 1% Chocolate 1% Lowfat	Chicken Nuggets w/ BBQ Sauce Fresh Wheat Roll Carrot Sticks Canned Pears Milk 1% Chocolate 1% Lowfat	Cheese Pizza Tossed Salad w/ Ranch Fresh Grapes Breadsticks Milk 1% Chocolate 1% Lowfat	Macaroni and Cheese Tossed Salad w/ Ranch Fruit Cocktail Blueberry Muffin Milk 1% Chocolate 1% Lowfat
Spaghetti with Meat Sauce Hot Garlic Bread Green Beans Chocoleana Cake Milk 1% Chocolate 1% Lowfat	<u>Bar B Que Beef on a Roll</u> Corn Mashed Potatoes Peach Cobbler Milk 1% Chocolate 1% Lowfat	Chicken Pattie on a Bun Lettuce & Tomato Mustard Corn and Green Bean Casserole Fresh Orange Slices Milk 1% Chocolate 1% Lowfat	Chili Mac Tossed Salad w/ Ranch Fresh Baked Potato Crackers Milk 1% Chocolate 1% Lowfat	Bean Burrito Mixed Vegetables Pineapple Chunks Chocolate Chip Cookies Milk 1% Chocolate 1% Lowfat
<u>Chicken Tetrizzini</u> Breadsticks Green Beans Fresh Apple Peach Cobbler Milk 1% Chocolate 1% Lowfat				

**21-Day Lunch Menu
Week 1**

Day	Menu	Portions	USDA Recipe Number
<u>Monday</u>	Chicken Pattie Hamburger Bun Lettuce & Tomato Mustard Carrot & Celery Sticks Canned Pears Milk 1% Chocolate 1% Lowfat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slice 1 packet ¼ cup each, ½ cup total ½ cup half pint	
<u>Tuesday</u>	Nachos with Ground Beef* Shredded Lettuce Diced Tomato Salsa Mixed Vegetables Corn Muffin Milk 1% Chocolate 1% Lowfat	1 serving (2 oz cooked meat, 1 bread serving) ¼ cup ¼ cup 2 oz ½ cup 1 ½ oz half pint	D-28
<u>Wednesday</u>	Spaghetti Noodles Marinara, spaghetti sauce Hot Cheese Bread Tossed Salad w/ Ranch* Fruit Cocktail Chocoleana Cake* Milk 1% Chocolate 1% Lowfat	2 oz noodles 1 ¼ oz sauce 1 slice garlic bread 1 oz cheddar, red-fat 1 oz mozzarella, part skim ½ cup 1 Tbsp. ¼ cup 1 serving half pint	E-19 C-31
<u>Thursday</u>	Pinto Beans w/ Shredded Cheese Tortilla Chips & Salsa Corn Muffin Fresh Grapes Milk 1% Chocolate 1% Lowfat	½ cup 1 oz cheddar, red-fat 1 oz 2 oz 1 ½ oz ¼ cup half pint	
<u>Friday</u>	Hamburger Patty Hamburger Bun Lettuce & Tomato Ketchup & Mustard Mexicali Corn* Fresh Apple Slices Royal Brownie* Milk 1% Chocolate 1% Lowfat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slices 1 packet each ½ cup ½ apple each 1 piece half pint	I-12 C-21

**21-Day Lunch Menu
Week 2**

Day	Menu	Portions	USDA Recipe Number
<u>Monday</u>	Chicken Tomato Bake* Peas & Carrots Fresh Orange Slices Chocolate Chip Cookies* Milk 1% Chocolate 1% Lowfat	2 cup (2 meat servings, ½ cup vegetable, 2 bread servings) ¼ cup ¼ orange each 1 cookie half pint	D-41 C-9
<u>Tuesday</u>	Corn Dog Carrot & Celery Sticks Fresh Grapes Royal Brownie* Milk 1% Chocolate 1% Lowfat	1 each (2 meat servings, 1 bread serving) ¼ cup each, ½ cup total ½ cup 1 piece half pint	C-21
<u>Wednesday</u>	Beef Taco* Salsa Refried Beans Spanish Rice* Canned Peaches Milk 1% Chocolate 1% Lowfat	2 each (2 oz cooked meat, ½ cup vegetable, 1 bread) 2 oz ¼ cup ½ cup ½ cup half pint	D-13 B-17
<u>Thursday</u>	Grilled Cheese Sandwich Tossed Salad w/ Ranch* Chilled Applesauce Marinated Black Bean Salad* Milk 1% Chocolate 1% Lowfat	2 slices white/wheat bread 2 oz American cheese ½ cup 1 Tbsp. ½ cup ½ cup half pint	E-19 E-21
<u>Friday</u>	Chicken Nuggets w/ BBQ Sauce* Breadsticks Oven Baked French Fries Pineapple Chunks Ketchup Milk 1% Chocolate 1% Lowfat	5 nuggets each 1 fl oz 1 each 1 oz ½ cup 1 packet half pint	G-2

**21-Day Lunch Menu
Week 3**

Day	Menu	Portions	USDA Recipe Number
<u>Monday</u>	Hamburger Patty Hamburger Bun Lettuce/Tomato Ketchup & Mustard Oven Baked French Fries Fresh Apple Slices Peach Cobbler* Milk 1% Chocolate 1% Lowfat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slices 1 packet each 1 oz ½ apple each 1 serving half pint	C-13
<u>Tuesday</u>	Beef Tostada* Refried Beans Spanish Rice* Fresh Oranges Slices Milk 1% Chocolate 1% Lowfat	2 each ¼ cup ½ cup ½ orange each half pint	D-13 B-17
<u>Wednesday</u>	Chicken Nuggets w/ BBQ Sauce* Fresh Wheat Roll* Carrot Sticks Canned Pears Milk 1% Chocolate 1% Lowfat	5 nuggets each 1 fl oz 2 oz ½ cup ½ cup half pint	G-2 B-16c
<u>Thursday</u>	Cheese Pizza* Tossed Salad w/ Ranch* Fresh Grapes Breadsticks Milk 1% Chocolate 1% Lowfat	1 serving (2 meat servings, ¼ cup vegetable, 1 bread serving) ½ cup 1 Tbsp. ¼ cup 1 each half pint	D-30
<u>Friday</u>	Macaroni and Cheese* Tossed Salad w/ Ranch* Fruit Cocktail Blueberry Muffin Milk 1% Chocolate 1% Lowfat	16 oz (2 meat servings, 2 bread servings) ½ cup 1 Tbsp. ½ cup 1.8 oz (1 bread serving) half pint	D-51 E-19

**21-Day Lunch Menu
Week 4**

Day	Menu	Portions	USDA Recipe Number
<u>Monday</u>	Spaghetti with Meat Sauce* Hot Garlic Bread Green Beans Chocoleana Cake* Milk 1% Chocolate 1% Lowfat	$\frac{3}{4}$ cup (2 oz cooked meat, $\frac{3}{8}$ vegetable, 1 bread serving) 1 bread serving (25 grams) $\frac{1}{2}$ cup 1 serving half pint	D-35 C-31
<u>Tuesday</u>	<u>Bar B Que Beef on a Roll*</u> Corn Mashed Potatoes Peach Cobbler* Milk 1% Chocolate 1% Lowfat	1 each (2 oz cooked meat, $\frac{1}{2}$ cup vegetable, 2 bread servings) $\frac{1}{4}$ cup $\frac{1}{2}$ cup 1 serving half pint	F-2 C-13
<u>Wednesday</u>	Chicken Pattie Hamburger Bun Lettuce & Tomato Mustard Corn and Green Bean Casserole* Fresh Orange Slices Milk 1% Chocolate 1% Lowfat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slice 1 packet $\frac{1}{2}$ cup $\frac{1}{4}$ orange each half pint	 I-19
<u>Thursday</u>	Chili Mac* Tossed Salad w/ Ranch* Fresh Baked Potato Crackers, Saltine Milk 1% Chocolate 1% Lowfat	8 oz (2 oz cooked meat, 1 bread serving) $\frac{1}{2}$ cup 1 Tbsp. 1 each 1 bread serving (20 grams) half pint	D-20 E-19
<u>Friday</u>	Bean Burrito* Mixed Vegetables Pineapple Chunks Chocolate Chip Cookies* Milk 1% Chocolate 1% Lowfat	1 each $\frac{1}{2}$ cup $\frac{1}{4}$ cup 1 each half pint	D-12a C-9

**21-Day Lunch Menu
Week 5**

<u>Day</u>	<u>Menu</u>	<u>Portions</u>	<u>USDA Recipe Number</u>
<u>Monday</u>	<u>Chicken Tetrazzini*</u> Breadsticks Green Beans Fresh Apple Peach Cobbler* Milk 1% Chocolate 1% Lowfat	6 oz (2 cooked meat, 1/8 vegetable, 1 bread serving) 1 each ½ cup 1 small apple 1 serving half pint	D-42 C-13
<u>Tuesday</u>			
<u>Wednesday</u>			
<u>Thursday</u>			
<u>Friday</u>			

NUTRIENT ANALYSIS

SAMPLE PRODUCT DESCRIPTIONS AND SPECIFICATIONS FOR 21-DAY MENUS

The following are examples of product descriptions and product specifications in accordance with the 21-day cycle menus provided.

B/BA = Bread/Bread Alternate. V/F = Vegetable/Fruit. M/MA = Meat/Meat Alternate.

Fruits

Apples, canned: sliced; to be packed to U.S. Grade C standard; solid pack; 6/10.

Apples, Fresh: to be packed to U.S. Fancy Grade standard; Red Delicious; 100 count.

Applesauce, Canned: to be packed to U.S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6/10.

Bananas, Fresh: regular; green tips; 100 to 120 count.

Citrus Salad Mix, Fresh Cut: mix of fresh fruit to be orange sections, pineapple and grapes; code dated; 4/1 gal.

Fruit Salad Mix, Fresh Cut: mix of fresh fruit to be cantaloupe, honey dew, pineapple and grapes; code dated; 4/1 gal.

Fruits for Salad, Canned: to be packed to U.S. Grade B standard; fruit juice packing medium; 6/10.

Fruit Cocktail, Canned: to be packed to U.S. Grade B standard; light syrup; 6/10.

Grapes, Fresh: green variety; to meet Grade standard for U.S. No. 1; 23 lb. lugs when in season, other time of year 18 lb. pack.

Juice, Frozen: apple; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: grape; full strength juice; 4 fl. oz; any pack acceptable.

Juice, Frozen: orange; full strength juice; 4 fl. oz; any pack acceptable.

Oranges, Fresh: to be packed to U.S. No. 1 Grade standard; navel; size 125 or 113; 38 to 45 lbs.

Peaches, Canned: slices; to be packed to U.S. Grade B standard; clingstone; light syrup 6/10.

Pineapple, Canned: tidbits; to be packed to U.S. Grade B standard; solid pack in juice; product of Hawaii only; 6/10.

Raisins, Seedless: bulk pack; to be packed to the standard of U.S. Grade B; 30#.

Raisins, Seedless: individual pack; ¼ cup; to be packed to the standard of U.S. Grade B; 150/case.

Grain/Bread

Animal Crackers: enriched; 25 grams minimum weight; to provide 1 serving of B/BA; individually wrapped; any pack acceptable.

Bagels, Frozen, Sliced: made from enriched flour; 2.3 oz each; 12/6.

Bagel, Fresh: sliced; 4-oz. size, whole grain variety; enriched flour; pack code date to be provided.

Biscuit, Cinnamon Raisin, Frozen: fully baked; enriched; 2.25 oz. minimum weight to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: fully baked; enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Biscuit, Frozen: raw; enriched; thaw and bake or bake from frozen; 1.8 oz. minimum cooked weight to provide 2 servings of G/B; any pack acceptable.

Bread, Loaf, Whole-grain, Fresh: loaf size 1½ lb.; 22 slices per loaf, code date provided.

Bread, Fresh; enriched; increased fiber; white; sandwich style; 1½ lb. loaf; 26 grams or .9 oz. minimum weight per slice.

Breadsticks, Frozen: enriched; fully baked; garlic and parmesan flavored; 1.5 oz. sticks equal 1.5 serving of G/B; any pack acceptable.

Bread Sticks, Frozen: enriched; fully baked; 1.5 minimum weight or signed certification to document 1.5 servings of G/B; any pack acceptable.

Bread Sticks, Frozen, raw: proof and bake; enriched; 1.5 oz. minimum weight to provide 1.5 servings of G/B; any pack acceptable.

Bun, Hamburger, White, Fresh: 4 inch; sliced; flour to be enriched; 1.8 oz. minimum weight; to provide 2 servings of G/B; pack date code to be furnished.

Bun, Hamburger, Fresh: whole grain; pre-sliced; enriched; 4 inch; 1.8 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Bun, Hoagie, Wheat, Fresh: sliced; seedless; 7 inch length; white flour to be enriched; packing code provided.

Cereal, Ready-To-Eat: bowl pack; ¾ cup or 1 oz.; enriched or whole grain; Required flavors listed.

Crackers, Multi-Grain: 25 grams minimum weight; to provide 1 serving of B/BA; individual wrap; any pack acceptable.

Cracker, Graham: enriched or whole grain; individual; .9 oz. minimum weight; any pack acceptable.

French Toast, Frozen: sticks; heat and serve; enriched; 2 sticks provide 1 serving of G/B; not to exceed 7 grams of fat per 2 sticks; signed certificate of G/B contribution required; any pack acceptable.

Muffins, Frozen: bran; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz., bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffins, Frozen: blueberry; enriched flour; fat per muffin not to exceed 5 gm; round style; 2 oz; bulk pack only; produced by commercial bakery methods in commercial bakery.

Muffin, Frozen: corn; enriched or whole grain; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Noodles, Egg: ½ wide; 100 durum wheat semolina; enriched; 10#.

Oats, Rolled: enriched or whole grain; quick cooking; any pack acceptable.

Pancakes, Frozen: silver dollar; heat and serve; enriched; minimum weight .6 oz each; two pancakes to provide 1 serving of G/B; signed certificate of G/B contribution required; any pack acceptable.

Pasta, Macaroni, Elbow: 100% durum wheat semolina; enriched; 20#.

Pasta, Fettuccine; 100% durum wheat semolina; enriched; 20#.

Pasta, Spaghetti: made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pasta, Spaghetti: thin; 100% durum wheat semolina; enriched; 20#.

Pasta, Lasagna: ridged; made from enriched semolina and durum wheat flour; 10 inch; 20 lb. only.

Pizza Crust, Frozen: par-baked; enriched; 16-oz. minimum weight; to provide 1.5 servings of B/BA per 12 cut; any pack acceptable.

Rice, Milled, Long grain: white; enriched; US Grade B; 25#.

Rice Mix, Seasoned: complete; Spanish; to contain bell peppers, tomato, herbs and spices; to yield approximately 34-1/2 cup servings per unit; any pack acceptable.

Roll, Dinner, Frozen: raw; enriched; whole wheat; 2 oz. minimum weight; to provide 2 servings of G/B; any pack acceptable.

Roll, Hoagie, Fresh: 6 inch; enriched; 2.75 oz. minimum weight; to provide 2.75 servings of B/BA; packing date to be provided; any pack acceptable.

Roll, Steak, Fresh: enriched; 6 diameter; pre-sliced; 2.5 oz. minimum weight; to provide 2.5 serving of G/B; packing code date to be provided; any pack acceptable.

Taco Shells; enriched or whole grain; made from ½ oz. corn tortilla; fried in vegetable oil; packed to prevent breakage; sanitary packaging; 4 doz. per package.

Tortillas, Corn, Fresh/Refrigerated: enriched or whole grain; 6 inch; .45 oz. minimum weight; to provide 1 serving of G/B per two tortillas; packing code date provided; any pack acceptable.

Tortillas, Fat-Free Flour, Frozen; enriched; 6 inch; .9 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Tortilla Chips; bulk; enriched or whole grain; restaurant style; any pack acceptable.

Tortilla Rounds or Triangles: bulk; mini; enriched or whole grain; unsalted or low salt; no animal fat; 10#.

Tortilla Chips, Low Fat: bulk; enriched or whole grain; yellow corn; not to exceed 1 gram of fat per 1 oz. portion; any pack acceptable.

Tostada shell: enriched or whole grain corn meal; no animal fat; .9 oz. minimum weight or documentation of 14.74 grams of flour and/or meal to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen: Belgian; square; enriched flour; minimum size 1.1 oz each; poly pouch packed.

Waffles, Frozen: enriched; Belgian stick; heat-and-serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Waffles, Frozen; enriched; round/square; heat and serve; 1.1 oz. minimum weight; to provide 1 serving of G/B; any pack acceptable.

Meat/Meat Alternate

Beans, Black, Canned; 6/#10.

Beans, Kidney, Canned: in brine; 6/#10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans, Pinto, Refried Style, Dehydrated: contains whole beans and pieces; vegetable oil; salt and other appropriate ingredients; not to exceed .2 grams of fat and 75 mg. of sodium per 3 oz. serving; packed in poly bags; yield approximately 30-3 oz. servings per bag; any pack acceptable.

Beef, Ground, Bulk, Raw, Frozen: 80% lean, 20% fat ratio; IMPS 136; 2/10 lb.

Beef, Ground, Patties, Cooked, Frozen: IMPS 631; minimum 2 ½ oz; maximum 3 ½ oz; CN labeled to provide 2 oz meat/meat alternate; IQF; natural char marks; cooking temperatures to comply with FSIS requirements.

Beef, Ground, Patties, Raw, Frozen: IMPS 1136A; 20% fat; with soy isolate in accord with Title 7 CFR 210; patties separated by wax paper; oval shape; CN labeled to provide 2 oz. M/MA.

Beef Patty, Frozen: fully cooked; IQF; ground beef with soy concentrate or isolate, no other fillers or extenders; flame broiled/charbroiled; round; 2.45 oz. minimum weight; CN labeled to provide 2 oz. M/MA; not to exceed 14 grams of fat; any pack acceptable.

Beef Roast, Frozen: raw; beef round; top (inside); equivalent to IMPS Item No. 169 and USDA Select or better; fat thickness not to exceed ¼ average; 3-5#; any pack acceptable.

Burrito, Frozen: fully cooked; non-fried; IQF; bean and cheese; not to exceed 15 grams of fat; 6.7 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 serving of G/B; any pack acceptable.

Burrito, Frozen: fully-cooked; non-fried; IQF; beef, bean and VPP; not to exceed 14 grams of fat; 5 oz. minimum weight; CN labeled to provide 2 oz. N/MA and 1.75 of G/B; any pack acceptable.

Burrito, Breakfast, Raw, Frozen: CN labeled to provide 1 oz meat/meat alternate and 1 grain bread equivalent; calories from fat not to exceed 15%; ingredient filling combination egg, cheese, sausage.

Cheese, American, Processed reduced fat: yellow; pre-sliced ½ ounce; 2/5#.

Cheese, Cheddar, Reduced Fat: mild; shredded; 4/5#.

Cheese, Mozzarella: part skim; loaf shape; 8/6#.

Cheese, Mozzarella: part skim; shredded; sealed bags; 4/5#.

Cheese, Mozzarella: part skim, string; individually wrapped; 1 oz. minimum weight; any pack acceptable.

Cheese, American, Yellow: sliced to 1 oz. slices; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA; 4/5 lb.

Cheese, Cheddar, Reduced Fat: sliced to ½ oz slices; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Cheddar, Reduced Fat: shredded; fat content 19.2% to 22.9%; moisture 49%; salt content 1.4% to 2%; pasteurized; pleasing flavor and odor; satisfactory meltability; produced in manufacturing plant approved by Dairy Grading Branch, Dairy Division, AMS, USDA.

Cheese, Mozzarella, Reduced Fat, Frozen: milk fat 10.8% or less; moisture 52% to 60%; pH maximum 5.3; pleasing flavor; free flowing; natural white or light cream color; melts completely; 6/5 lb. shredded.

Chicken, Pulled and/or Diced, Frozen; fully cooked; IQF; ½ diced; dark and white meat; non-marinated; no filler, extenders or mechanically separated chicken; any pack acceptable.

Chicken Nugget, Frozen: grilled; chopped and formed; chicken breast meat 80% to 85%; maximum skin 5% ; VPP up to 10% when rehydrated; VPP to be concentrate; 5 to 6 nuggets to provide 2 oz. M/MA; fully cooked; maximum fat 10 gm; CN labeled to provide 2 oz. M/MA per serving.

Chicken Patty, Breaded, Frozen: fully cooked; IQF; white/dark meat may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; 3 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 1 serving G/B; any pack acceptable.

Chicken Nugget Shaped Patty, Breaded, Frozen: fully cooked; IQF; breast with rib meat; may contain soy concentrate or isolate and/or dried whole egg; no mechanically separated chicken; not to exceed 15 grams of fat; CN labeled for 5 nuggets to provide 2 oz. M/MA and 1 serving of G/B; any pack acceptable.

Chicken Patty, Grilled, Frozen: not breaded; pre-cooked; made from boneless breast from broilers/fryers; no VPP or extenders; skin not to exceed natural proportions; MSP not allowed; 9 gm maximum fat per 2 oz serving; to be CN labeled to provide 2 oz. M/MA per serving; 2 ml or greater low-density sealed poly bag.

Corn Dog, Frozen: fully cooked; beef frankfurter; IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Corn Dog, Frozen; fully cooked; turkey frankfurter, IQF; not to exceed 15 grams of fat; 4 oz. minimum weight; CN labeled to provide 2 oz. M/MA and 2 servings of G/B; any pack acceptable.

Eggs, Frozen: pasteurized; homogenized; yolks and whites in natural proportions; any pack acceptable.

Egg, Scrambled Mix, Frozen: CN labeled to provide 1 meat/meat alternate equivalent per serving; 6/5 lb.

Egg Whites, Frozen: approximately 30# case.

Ground Beef, Frozen; bulk; raw, regular grind; to meet the standards of IMPS #136 (not to exceed 17% fat); fat/lean ratio stated clearly on the box; 40 lb. maximum weight.

Ground Beef Patty, Frozen, Raw: IMPS 1136A; 20% fat with soy isolate in accord with Title 7 CFR 210; round shaped; patties separated by wax paper; 3 oz. minimum.

Ham, Chilled: fully cooked; boneless; ham and water product; maximum 25% added ingredients by weight; produced from whole muscle; smoked and cured.

Mozzarella Cheese Sticks, Breaded, Frozen: bake or fry; 3 (approx. 21 grams each) sticks to equal 1 M/MA and 1 serving of G/B; not to exceed 14 grams of fat; any pack acceptable.

Peanut Butter: smooth; stabilized; Reduced fat; U.S. Grade A; 5#.

Pizza, cheese, Component Pack, Frozen: to yield 12-16 pizzas; 24 oz. enriched crust (medium thick), raw, perforated; sauce pouch packed; 12# diced; 50/50 mozzarella/provolone blend; no cheese substitute allowed, pouch packed; not to exceed 11 grams of fat per 8-cut portion; 4.75 oz. minimum weight; to provide 2 oz. M/MA; 3 servings of G/B; and 1/5 cup V/F; 96 servings per case.

Pizza, Frozen: French bread; part skim mozzarella cheese; no cheese substitute; not to exceed 13 grams of fat; 5.5 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B, and ¼ cup V/F; any pack acceptable.

Pizza, Frozen: part skim mozzarella cheese, no cheese substitute; not to exceed 14 grams of fat; 4.85 oz. minimum weight; CN labeled to provide 2 oz. M/MA, 2 servings of G/B and 1/8 cup VF; 96/case.

Roast Beef, Cooked, Ready to serve, Frozen: restructured; cooked to internal temperature of 141F to 145F; dry pack; maximum 10 lb.

Sausage Patty, Raw, Frozen: whole hog sausage (or IMPS 802C); 1 ½ oz each; patties separated by wax paper; round shape.

Walnuts: pieces; no hull or foreign matter; approximately 5#.

Yogurt, Nonfat: blended; assorted flavors; sweetened with sugar; 75 day shelf life; must contain live and active yogurt cultures; 8 fl. oz; any pack acceptable; list flavors bid.

Vegetables

Beans, Baked, Canned: 6/10.

Beans, Black, Canned; 6/#10.

Beans, Green, Canned: to be packed to U.S. Grade A standard; Blue Lake variety; #3 size; cut; 6/10.

Beans, Pinto, Canned; in brine; no animal fat: 6/#10.

Beans, Pinto, Canned; refried; vegetable oil and seasoning; no animal fat; 6/#10.

Beans & Pork, Navy, Canned: Grade A; 6/10.

Broccoli, Frozen: florets; to be packed to U.S. Grade A standard; 12/2-½ lb. only.

Broccoli/Cabbage Coleslaw Mix (for salads), Fresh Cut; sulfite-free; packaged in gas permeable package; code dated; 4/5 lb.

Carrot Sticks, Fresh cut: 3-inch lengths; sulfite free; packaged in gas permeable package; code date; 4/5 lb.

Carrots, Frozen; slices; to be packed to U.S. Grade A standard; ¼ inch thick; maximum diameter 1 inch; 12/2 ½ lb. only.

Celery Sticks, Fresh cut: 3 inch lengths; to be packed to U.S. No. 1 Grade standard; code date; 4/5 #.

Corn, Frozen: whole kernel; golden (yellow); to meet the standard of U.S. Grade A; 20#.

Corn, Whole-kernel, Canned: to be packed to U.S. Grade A standard; golden; vacuum packed; 6/10.

Corn, with Onion, Green and Red Pepper: Frozen: 12/2#.

Lettuce, Iceberg: not wrapped; 24-30 count per carton; U.S. No. 1 Grade standard, 40-lb. net minimum case wt.; growing location to be provided w/ price quote.

Mixed Vegetables, Canned: to be packed to standard of commercial item description A-A-20120A; 6/10.

Mixed Vegetable, Frozen; 5-way mix including corn, green beans, carrots, green peas and lima beans; to meet the standard of U.S. Grade A; 20#.

Mixed Vegetables, Frozen: Italian Blend; zucchini squash, sliced carrots, cauliflower, Italian green beans, and baby lima beans; 20 #.

Mixed Vegetables, Frozen: winter blend; broccoli cuts and cauliflower clusters; 6/5#.

Onions, Dry, Fresh: to be packed to U.S. No. 1 Grade Standard; medium size; Bermuda; 25 lb. bag only.

Peas, Green, Frozen: 3-4 sieve; to be packed to U.S. Grade A standard; 2 ½ lb. packages; 12 per case.

Peas and Diced Carrots, Frozen: to be packed to U.S. Grade A standard; 20 lb.

Peppers, Bell, Fresh: to be packed to U.S. No. 1 Grade standard; medium size; green color; 25 lb.

Potatoes, Dehydrated: instant; mashed; granules; with Vitamin C added; complete with whey; 6/5#.

Potatoes, Dehydrated: white; shredded, any pack acceptable.

Potatoes, French Fries, Frozen: shoe string; oven ready; no animal fat or tropical oils; to meet the standard of US Grade A; any pack acceptable.

Potatoes, French Fries, Frozen; crinkle cut; strip; 3/8; short length; oven ready; to meet the standard of U. S. Grade A; ¼ cup not to exceed 1 gram of fat; any pack acceptable.

Potatoes, Hashed Brown: triangle or square; shredded and formed; oven ready; 2.25 oz. to provide ¼ cup V/F serving; product analysis documenting contribution required; any pack acceptable

Salad Mix, Fresh Cut: product to be made with shredded iceberg lettuce, carrots and cabbage; shredded lettuce uniformly cut 1/8 to ¼ inch widths; sulfite free; packaged in gas permeable package; code dated; 4/5 lb.

Spinach (for salads), Fresh: to be packed to U.S. No. 1 Grade standard; tender Broadleaf; trimmed and washed; eastern 12/10 oz. Packages or western 4/2 ½ lb. packages.

Tomato Paste, Canned: light concentration; 24-28% soluble solids; to be packed to the standard of U.S. Grade A; 6/#10.

Tomato Sauce, Canned: to be packed to the standard of U.S. Grade A; 6/#10.

Tomato, Sauce, Marinara, Canned: medium consistency with particulates of tomato, onion and herb; 6/#10.

Tomato Sauce, Pizza, Canned: extra heavy; with basil and ground tomatoes; meatless; 6/#10.

Tomato Sauce, Spaghetti, Canned: medium; meatless; 6/#10.

Tomatoes, Canned, Crushed: peeled; TSS 12% or greater; color, flavor, odor to be equivalent to U.S. Grade A for tomato puree; 6/10.

Tomatoes, Canned: peeled and diced; to be packed to the standard of U.S. Grade B; 6/#10.

Vegetable Blend, Frozen: California; mixture to contain cut broccoli, cauliflower florets, crinkle cut carrots; predominance to be order listed; 12/2 lb.

Miscellaneous

Barbecue Sauce, Portion Pack: cup; minimum 1 oz.; 500-count maximum.

Cake Mix, Chocolate, Dry: made from enriched flour.

Cake Mix, Low Fat; chocolate; complete, add water only; any pack acceptable.

Chocolate Chips: semi-sweet; imitation unacceptable; 10#.

Cocoa: to meet the requirements of CID 20034; Type 11 (cocoa); plastic tub or tin container; 5#.

Cookie Dough, Frozen: portioned; chocolate chip oatmeal; 1.2 oz. minimum weight; not to exceed 4.5 grams of fat; any pack acceptable.

Extract, Vanilla: 4/1 Gal.

Flour: all purpose; enriched; bleached; 25#.

Flour: whole wheat; 50#.

Frosting/Icing for Cake, Dry Mix; complete, add water only; chocolate flavored; any pack acceptable.

Jams and Jellies, Assorted, Portion Pack: minimum 10 grams; any pack acceptable.

Honey, Portion Pack: minimum 9 grams; 200 count.

Hot Sauce, Portion Pack: minimum 7 grams; 500 count.

Ketchup, Portion Pack: poly; to be packed to the standard of US Grade A; minimum 9 grams; 1000 count.

Margarine Based Spread; all vegetable; no lard; 30#.

Mayonnaise, Fat Free, Portion pack: minimum 12 grams, 500 count.

Mayonnaise: Fat Free; 4/1 Gal.

Milk, Low Fat (1%), Flavored; chocolate; Grade A; pasteurized; homogenized; ½ pint.

Milk, Low Fat (1%), Unflavored; Grade A; pasteurized; homogenized; ½ pint.

Mustard, Portion Pack; prepared; minimum 5.5 grams; 500 count.

Mustard; prepared; plastic only; 4/1 Gal.

Oil, Olive: extra virgin; any pack acceptable.

Oil, Salad: canola; 6/1 Gal.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; minimum 3000 count per 5 gallon; 5 gallon pail.

Pickles: Dill; sliced 1/8; crinkle cut; to be packed to the standard of U.S. Grade A; 900-960 per gallon count; plastic only; 4/1 gallon.

Pudding, Canned: ready-to-serve; chocolate; low fat; 6/#10.

Pudding and Pie Filling Mix, Dry: instant; chocolate; complete; add water only; any pack acceptable.

Salad Dressing, Buttermilk Ranch, Fat Free, Portion Pack: minimum 12 grams; 200 count.

Salad Dressing: reduced fat; Ranch; 4/1 Gal.

Salad Dressing, Reduced Calorie: Portion Pack; minimum 12 grams; 500 count.

Salad Dressing Mix, Dry: no MSG; Ranch; yield 1 Gal; any pack acceptable.

Salt, Table: iodized; 25#.

Sauce, BBQ: individual portion pack; 100/1 oz.

Sauce Mix, Dry; nacho; low fat; cheese solids as the primary ingredient by weight; not to exceed .68 grams of fat per 1 fl. oz; with jalapenos; mix with water; to yield approx. 1 Gal; any pack acceptable.

Sauce, Picante: medium; chunky consistency; 4/1 Gal.

Sauce, Pico de Gallo: tomatoes as the first ingredient; no MSG; fat free; mild; to be used as a dip, cooking sauce, on sandwiches or as a table sauce with Mexican foods; 4/1 Gal. plastic containers.

Sauce, Sweet and Sour: individual portion pack; 100/1 oz.

Seasoning, Pizza or Spaghetti Sauce; dry; no extenders or MSG; to season approximately 1 gallons sauce; any pack acceptable.

Seasoning, Onion and Herb: salt free; no MSG; approximately 1#.

Seasoning, Taco: 6/9 oz.

Shortening, Solid, for baking; all vegetable, no tropical oils; any pack acceptable.

Soup Base, Beef: no MSG; low sodium; 12/1 lb.

Soup Base: beef; paste; no MSG; 35% cooked beef minimum; 16% sodium and 12% fat maximum; 12/1#.

Soup Base, Chicken: no MSG; low sodium; 12/1 lb.

Sour Cream, Fat-Free; 4/5#.

Spice, Garlic: powder; 19 oz.

Spice, Oregano, Ground: 13 oz.

Sugar, White: granulated; 50#.

Table Syrup, Portion Pack: cup; minimum 1.5 oz; no triangular shaped packets; 100 count.

Sources: Choice Plus, A Reference Guide for Foods and Ingredients, USDA, 1996, and
<http://www.tea.state.tx.us/CNP/demo/bidbuilder.cgi>

OFFER AND ACCEPTANCE

Appendix F

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer

Title

Printed Name

Date

CERTIFICATION

By signature in the Offer section above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the <Insert name of District>.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 20 _____.

Authorized Signature